

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-12-62066

HUD# 07-12-0258-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

COMPLAINANT

LASEAN BOLES

REDACTED

REDACTED

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant LaSean Boles alleged Respondents discriminated against her, due to her race (black), by unjustly accusing her of a lease violation on or around August 1, 2011, alleging her adult children were living with her. Complainant also alleged Respondents subjected her to harassment and intimidation, due to her race (black), through unjustified monitoring of her activities at her rental unit. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, a REDACTED -unit townhouse complex, located at REDACTED.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge that the Federal Fair Housing Laws Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status or national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

42 U.S.C. 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).

3. Respondents acknowledge that the Federal Fair Housing Laws Act, as amended, makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 803, 804, 805, or 806 of this title because of a person's race, color, religion, sex, disability, familial status, or national origin. 42 U.S.C. 3617.

Respondents acknowledges that the Iowa Civil Rights Act, as amended, makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by Iowa Code § 216.8, 216.8A or 216.15A because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status. Iowa Code § 216.11A.

Voluntary and Full Settlement

4. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

5. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

6. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

10. Respondents agree [REDACTED] will receive training on the requirements of State and Federal Fair Housing Laws within 120 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law. The training shall be administered by the Iowa Civil Rights Commission or Cedar Rapids Human Rights Commission and conducted either in person, via telephone or the Internet.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

Relief for Complainants

11. The parties agree to treat each other with respect. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment or discrimination. Complainant agrees to follow the terms of her lease agreement and all the Respondents' rules and regulations.

Respondents agree if Complainant has any issues that cannot be resolved directly with Respondents' staff at [REDACTED] in [REDACTED], Iowa, Complainant can contact [REDACTED], Compliance Officer/Property Manager via email at [REDACTED].

Signatures on the following page (Page 5)

REDACTED, RESPONDENT

Date

REDACTED, RESPONDENT	Date
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REDACTED, RESPONDENT	Date
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LaSean Boles, COMPLAINANT	Date
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Beth Townsend, DIRECTOR	Date
IOWA CIVIL RIGHTS COMMISSION	